C. BREWER & CO. H. HACKFELD & CO. HAWAIIAN GAZETTE

For Sale to Arrive

American Bark Amy Torner

The Following Assortment

MERCHANDISE. TIWO HUNDRED TONS STEAM COAL,

Twenty tone Stove Coal, 6 Extra Timbered 30 Feet New Bedford Whale Boats

Cs. Boston Card Matches "RADIANT" KEROSENE OIL,

REGS CUT NAILS, 3d to 40d. Naval Stores and Ship Chandlery, Wilmborton Pitch, American Tar, Rosin, Spirita Turpentine, Cotton Duck, Nos. 1 to 10. Raseem Suck, Mandia Rope, assi'd 9 tird to 4½ Inch. Cutting Falls, Whale Light, Ami'd Oacs 19 ft. to 39 feet,

PLANTATION STORES! Leather Reiting, Rubber Hose, Centrifugal Linkoga, Rubber Packing,

Paris Plows OX CARTS, OX YOKES, FENCE WIRE, NO. 5 AND 0, DRY GOODS,

onkess Denius, Beached Cottons, 4-4, 8-4, 10-4, 11-4 smakers' Denius, asguoti, "- Waterford," " Honest Width," Brown Colors.

Durisan Priots, 25 in.; Stratford Cambrie, 28 in.

Merrishat Prints, 30 in.; Assorted Prints, 25 in.

Knickerhocker Prints, Hamilton Prints,

Dunnell Ruff Prints.

FAIRBANKS' SCALES,

GROCERIES

Clams, Green Pens, Green Corn (La Croix Brand), Tomato Ketchup, Petied Meus, Lobsters, Tomato Sminage Menh, Corn Starch, Gherkins, hi gallon and i gallon jars;

Provisions. Bhis. Am. Mess Beef, Am. Extra Prime Pork, Quarter terreis Clear Pork,

Paints and Oils HI. bbis. Mineral Paints, Bolled Lineced Oil, 5 gal, tine Barnar Varnish, Coach Varnish. Iron and Metals,

Iron Pipe, is to 2½ in.; Galvanined Pipe, is to 1½ in. Habbit Metal, Soder, Assett Har Fron, round & square Hoop Iron, it, is, 1 inch, 1½ inch, Yellow Metal, it oz. to 25 uz.; Shenth Nails, 1%, 1%,

HARDWARE, Square and Round Pointed Shovels, Charcoal Irons, Mattocks, Black Rivets.

A FEW SETS OF SINGLE HARNESSES, ONE SET DOUBLE HARNESS.

WOODEN WARE, Axe Handles, Barrel Bungs, Folding Clothes Horses, Wheelbarrows, Canal Barrows. EASTERN PINE BARRELS AND SHOOKS

Spokes and Hubs, assorted sizes; Hide Poison, Neste Trunks, Paper Saga. FURNITURE! Dining Chairs, Wood Seat Chairs, Cuttage Chamber Sers, Black Walnut Sideboard.

AN INVOICE OF McMurray's Fresh Oysters,

One and two pound cans-An Asst. of Knowles' Steam Pumps

TO BE SOLD AT REDUCED RATES! A Well-Selected Assortment of SADDLES, of a Celebrated Maker. RURNETUS Lemon and Vatins Extracts, Burnett's Cocosine, Kallston and Todeta

THE UNDERGIGNED -OFFER

FOR SALE TO ARRIVE!

THE CARGO OF THE

Bark Mattie Macleay,

Now Due

From Portland, Oregon, -CONSISTING OF-

BBLS. OF EXTRA FLOUR! --Cases of Fresh Pilot Bread.

Spaulding Sugar Cured Hame, Suche of Oats. Sacks of Potatoes.

168 BbLs. No. 1 Col. River Salmon, 50 Half bbls, Ditto,

Cares Spaulding's Best Lard, in 10 th tins, Cases 2 lb tin Salmon, Cases 1 lb tin Ditto, Cases Roast Beef and Mutton, in 2 lb tins,

Boxes of Dried Herrings, Boxes of Dried Apples,

Cases 2 lb tin Oysters, Chests Best Japan Tea,

100.000 Cedar Shingles, 100,000 Cedar Posts,

Boxes California Sosp, Best Corn Brooms, Best Cedar Pails and Buckets, BBLS. AND HALF BBLS.

Best Bourbon Whiskey.

CREEN, MACFARLANE & Co.

FLORIDA WATER,

Murray & Lanman's Florida Water ! has been a favorite with the fashionable world in all parts of the Gibbe for early full a century, meracing, in delicate and devability of its odor, the finest Ean De Cutegens or other Perfumes that have been bitherto imported into these islands. MURRAY & LANKAN's Florida Water is unsurpassed as an Estracur for the Handker citled, and is also superior to say perfume ever used for Bathing, Lieuning the Treat and Susteming the Breath, it also allays the Irritation caused by actionary eraptions, and removes Ton. Franker, Pinpiet or Blother from the face, back and arms. It relieves services headers and imparts a giow of freedment and view, however used 2nd is a most gentle and stimulating odor.

Pen Ball Eventwalker.

Sole Agent for the Hawalian Islands.

N. B.—Franke supplied at Manufacturer: Prior.

Beware of apprints inflations, and see that each bottle begin the genuine Trader Mark. MURRAY & LARMAN's FLORIDA WATER. THIS CELEBRATED FLORAL PERFCME

Tar, Pitch, &c. A MERICAN AND SWEDISH TAR, WIL-mington Pitch, Oakum, dc., Naval Stores, dc., For Sale by | 843 1ye | A. W. PEIRCE & CO.

Manila and Hemp Cordage. 300 COLLS MANILA AND HEMP CORD-Tor Sale Dp [645 ly*] A. W. PEIRCE & CO.

OFFER

FOR SALE! AN INVOICE OF

ENGLISH, GERMAN Supreme Court of the Hawaiian Islands.

IN BANCO.

Appeal from Circuit Judge Lyman, of the Third

Opinion by Harris, C. J., and McCally, J.

As this case is presented to me, it seems to me to have an ingredient which makes it differ essentially from the case of the owners of "the Waihee Plantation vs. Kalapu." In that case the contract was in the ordinary form, but in this case, the contract has an extraordinary clause put into it, to the effect that the defendant "in case of the transfer of the Waiohinu Plantation " will work for the persons to whom such plantation shall be conveyed. That is to say that the delendant voluntarily contracted with the plaintiff that he would work not only for him, the plaintiff, but in case the plantation should be sold, he would work for whomsoever should become the purchaser. Now it seems to me that this contract of the defendant's became an essential part of the consideration between Messrs. Nott & Co., and Mr. Hutchinson. The son has entered into his bargain with Messra. Nott & Co., in view of the defendant's contract to labor and has a right to call upon Messrs. not make every effort to enforce the contract.

if he continued to labor, be laboring for Nott They are the real and not fictitious plaintiffs in the case, are directly interested and it is their duty to compel the defendant to perform the contract in terms which be has voluntarily updertaken to perform. There is in this case no attempt to evade the

In this view of the case, the defendant would,

law or to make the contract assume any form which was not contemplated upon its very face and which the defendant did not fully understand at the time of signing the contract.

For these reasons I am of the opinion that the judgment of the local circuit judge should be re-

versed, and that of the district justice should be affirmed. Chas. C. Harris, Chief Justice. LAWRENCE McCULLY, Second Associate Justice. Honolulu, September 26, 1877.

Dissenting opinion of Judd, J.

On the 1st November, 1876, Kanabele, the defendant, bound himself by a written contract to serve J. Nott & Co., the plaintiffs, for a term of forty-eight months. The language of defend-ant's engagement is as follows:

"That I, Kanabele, agree to labor for J. Nott & Co., or their agents, and for their heirs, executors and administrators, and or for their aseigns, in case of the transfer of the Watching Plantation, for the term of forty-eight months, from the 2nd day of November, A. D. 1876, et such labor and in such place as they or their agents, or their heirs and assigns, as aforesaid, may direct, diligently and faithfully, and without deserting their service. And it is understood that the "month" spoken of above is to consist of twenty-six days of actual labor." On the 28th of February, 1877, J. Nott & Co.

executed an agreement with Alexander Hutchinson by which they agreed to sell the "Waio-hinu Plantation" to said Hutchinson for the sum of \$17,000, he agreeing to pay \$5,000 cash, and the balance in three, six and twelve months; Nott & Co., on receiving the full sum of \$17,000, to execute and deliver to Hutchinson a good and sufficient deed for the said property.

A power of attorney was also given by Nott

651 3m & Co. to Hutchinson to conduct the said plan-tation, and to direct and control the laborers en-

guged thereon.
Hutchinson took possession of the plantation. and says in his evidence taken by Judge Lyman, the crop of case to be ground this year is to belong to me. I am not accountable to J. Nott for the management of the place or for any losses or profits of the place or for any of its

Kunahele refused to work on the plantation, alleging that it had been sold and that his contract was thereby annulled. He was arrested under the law authorizing it, fined by the Dis-trict Justice, and appealed to the Circuit Judge, who reversed the decision of the District Justice and ordered judgment for the defendant; whereupon an appeal was taken to the Supreme Court

The statute under which this contract was made, reads as follows: Section 1417, " Any person who has attained the age of twenty years may bind himself or herself, by written contract, to serve another in any art, trade, profession, or other employment, for any term not exceeding five years." Subsequent sections and amendments thereto give the employer the right to enforce such contracts, by an appeal to the Courts, who are authorized to fine the laborer for wilful

In so far as the labor laws of this country authorize the Court to punish a laborer for dereliction of duty, by a fine and in default of his pay ing it by imprisonment at hard labor, they are in

derogation of the common law, and being penal laws should be construed strictly.

The words of section 1417 above quoted, "Any person * * may bind himself to serve unother," means that he may bind himself to serve an individual who is ascertained and known to the laborer at the time of making his contract, or who could be ascertained by the laborer if he made inquiry.

This section does not authorize a man to make

a contract to serve one who is wholly unascerof the servant's will.

The policy of our institutions and laws forbids the making of such contracts.

Section 1424 of the Civil Code recognizes this principle so far as to say that no contract of service made in pursuance of Sections 1417 and 1418, should bind the servant after the death of his master; that is, he cannot be held to work for the heir, executor, that where servants shall be so bound by any company of individuals, the death of any one partner, or the change of partner, in such company, shall not operate or remaining the company, shall not operate or remaining the company of his contract of the consent of the for the heir, executor, or administrator of his

On the principle above stated, at common law, of the principle above stated, at common law, a death of one of a copartnership or change of partners (either of which would operate as a dissolution of the copartnership) would release the servant. Were it not for this statute, the servant could plead successfully, upon such a change occurring, that his consent to serve under the hirers.

Instances of this kinds may be found, where young men contract to labor for farmers by the month or the year, and where it is understood that they are to labor on the farm, live in the family and be under the directions of the hirers.

In such cases these circumstances become a new conditions was essential to the binding effect of the contract.

This Court, in the case of the owners of the whatever changes may take place in the original firm employing the laborer, the contract continues to be binding so long as one of the original members remain in the firm, to whom the laborer can look for the payment of his wages, for directions as to his labor and for humane treatment all of which were the original payment. treatment, all of which were the considerations

which induced him to enter into the contract." But there is no enactment of the Legislature that will compel a man to work for another or In the case last referred to, the Court say that "this is an attempt to assign a contract which is

in itself unassignable."

If this expression is, in that case considered to be obiter dictum, I am willing to repeat as to be obtter dictum, I am willing to repeat as law in this case; these contracts are not assignable; for if a man could be passed from one to shother like a chattel by an assignment of his contract, it reduces him at once to a chattel, and this is a form of involuntary servitude which, though for a limited period, is, nevertheless, re-

pugnant to the policy of our institutions and for-bidden by Article XI. of the Constitution. The London World of August 1st, reprints

But it is said that the laborer Kanahele in the case at bar, has agreed in his contract to work for the assigns of J. Nott & Co. The words are: "and or for their assigns in case of the transfer of the Waiohinu Plantation."

If a contract, that is an agreement by which one person binds himself to serve another, is in its essence and nature unassignable, the law will not allow a laborer to make a contract which is in its terms assignable. He cannot make an engagement which is illegal and inconsistent with the liberty which every min has of choosing his own employer. He may not so barter away his freedom in advance, though his consent may be sought and obtained to serve the assignee

case there is no assignment of the contract.

It is true that this contract is not formally endorsed over or assigned by apt words, and it is true that the name of J. Nott & Co., the origioul employers, is used as the plaintiff in this suit. But it is equally clear by the agreement of sale and the evidence in this case that J. Nott & Co. have no further interest in the labor of this respondent, except, as was suggested at the trial. that they may have obtained an enhanced price for their property on the understanding that the laborers bound to them at the time of their agreement could be held to labor on the plantation after its sale. There is, however, nothing in the papers to show what part of the considera-tion of sale, if any, the value of these labor contracts constituted, nor is it at all clear that Hutchinson could secure an abatement of the purchase money in the event of the law not allowing him to compel the services of these men. It is not to be presumed that an illegal consideration entered into this agreement of sale, defendant voluntarily entered into the contract, nor that these parties contracted for a transfer not illegal in itself, and cannot complain that he is required to keep that contract. Mr. Hutchinson says that 'the crop of this year is his; that he is not accountable to J. Nott & Co. for the management of the place or for any of its losses or profits, or for any of its proceeds." Note & Co.. to enforce their contract with the defendant and does so call upon them, and would be entitled to damages against them, if they did which it is sought to hold the respondent is that of Hutchmson and not that of J. Nott & Co. To my mind it is no answer to say that J. Nott & Co. are responsible. The laborer can have practically no redress against them except upon a suit for damages in case of misusage or viola-tion of the terms of the labor contract. It would be idle for the laborer to seek from J. Nott & Co. modifications of the character of the work. or a change of the rules of the plantation which vary widely on each estate, or the dismissal, for example, of an inhuman overseer, when the position is insisted on by Mr. Hatchinson that he is " not accountable to J. Nott & Co. for the

management of the place." Although the title in the Waiohina Planta-tion is still in J. Nott & Co., the possession of the place is in Hutchinson. It is now his enterprice. He is the virtual proprietor of the plana difference."

Practically Hutchinson is asking the Court to say that the respondent shall be compelled to work out for his (Hutchinson's) benefit a contract made between respondent and J. Nott &

future, its possession and profits not passing un-til that date, which would not, in the least, affect the contracts for labor.

It is quite true also that the agreement of

sale of this estate, even accompanied with imme-diate possession does not of itself annul the contracts of J. Nott & Co., with the respondent. An employer of labor does nothing to vitiate or annul the contracts of his laborers by selling part of his estate, or the whole of it, or by purchasing more land or additional estates—providing the service in which he claims to hold his laborers be still his service, and not the service of some other person with whom the laborer did not con-

But in deciding whether, as this is a personal the contract as to the place of labor and wheth er the new employment differed so essentially from the old as to its severity, hazardous nature or disagreeable conditions as to make it unjust or unreasonable to compel the laborer to perform

it for the same wages.
In saying that the contract for labor, being one whose obligations cannot be delegated no its advantages assigned is a personal one, I do not say that in order to preserve its vitality, the employer should actually reside on his estate, go into the field with his men and personally direct and supervise them. Though he may be an absentee in a foreign land,—the laborer chose him as his master, knowing his character for fairness, liberality and humanity; knowing, too, the re putation of the estate as reflected from the proprietor, as regards the methods of work, the character of the overseers or whatever particular circumstance induced him to enter his service :and to this master an appeal could always finally be made for redress.

It is no answer to say that one master is as good as another for the laborer, providing he ful-ful all the written conditions of his contract and observe whatever the law commands, doing nothing that is forbidden by it. Men are not cost in the same mold, and so long as differences of disposition and character exist, just so long some masters will be preferred to others, and the laborer, if he is a free man ought to be allowed to exercise his right of choice.

position in which he is no longer able to afford employment to his laborers, he cannot complain tained, or who is to be ascertained independently that they are not able to repay him the advance or that the law will not compel them to work out the advance in the service of another.

But little light is shed upon this question from the authorities. We are peculiarly situated. Here capital seeks labor. In the countries where the precedents of the common law are formed labor seeks employment.

But it has frequently been decided that an apprentice is not assignable. Hall et al vs. Gardner et al 1 Mass. 172, Davis vs. Cobura 8 Mass.

In such cases these circumstances become a

part of the centract, and they are not bound to labor on other farms, under the directions of Waihee Plantation vs. Kalapu, January Term, 1877, has construed this section to mean "that This language can well be applied to the labor

I am of the opinion that for the reasons assigned, the judgment of the Circuit Judge should be af-firmed.

A. Francis Judd, First Associate Justice.

Messrs. Castle and Hartwell for the plaintiffs

Messrs. Jones and Dole for respondent. Honolulu, September 26, 1877. Coal Tar. IN BARRELS AND CASHS.
For Sale by (612) BOLLES & CO.

Marshal MacMakon at Home.

the following from a pamphlet entitled "Mac-Mahon:" "The Marshal rises at 6 o'clock throughout the year. When up, he riogs for Francisco, his valet, an old African soldier, who brings him a cup of black coffee. The Marshal shaves himself; then dresses, sometimes in civilian and sometimes in military costume; he has a marked preference for the latter, which may be easily explained. He then descer his study, and works there either with the Viscount d'Harcourt, his Secretary, or with his aides-de-camp, until 11:30, except the day on which Ministerial Councils takes place. Council, at which the Murshal assiduously attends, takes place generally on Tuesday, Thurs-day and Saturday at 10 o'clock. The Marshal often receives a few visitors in the morning. At 11:30 he breakfasts with his family, and this repast is light and short. The African sobriety of the Marshal is well known. He stays a few minutes with a Marechale and his children, and then returns to work for about another hour. From 1 to 3 o'clock he receives the high functionaries who wish to consult with him. members of the National Assembly and Prefect are admitted without letters of audience; per sons with these letters and subject to this formality are also received at this time, as well as Generals and superior officers. The days on which important sittings in the National Assembly occur, the Marshal did not leave his room Every quarter of an hour dispatches are transmit ted to him, giving him an accurate account of each phase of the discussion and of each incident Other days he goes out on horseback about 3 o'clock, and frequently visit a camp, a barracks, or reviews a regiment. Sometimes he goes to a hunt. He habitually returns about 5:30 and then rapidly peruses the newspapers. The fumily of the President again meet at table for din-ner. A few friends on petit comite, are admit-ted on ordinary days. Thursdays are set apart for official dinners and receptions.

A Curious Problem.

"I must confess," says Atticus in the Sydney Lender, "to having been puzzled by a seemingly simple question that was put to me this week. Supposing the Christians in all countries to commence ringing their church bells at half-past 10 on Sunday morning, according to the time of the longtitude they are in, where do the bells first start? We commence half-an-hour before the people of Adelaide, while in Sydney they are half-an-hour before us. The Wellington bells are an hour and a half in advance of those in Sydney; in fact, Lord Normanby is coming out of church as Sir Hercules Robinson is going in Honolula is more than un hour and a half in advance of Wellington, and San Francisco two hours and a balf before Honolula. Going round the world in this way we would make out that they had Sunday morning 14 hours and 20 min. before as in London, instead of, as is the fact, our having it 9 hours and 40 minutes before As we sail round the world from West to East every one knows that somewhere of other we have to sail into the day before, but the question is where does the change take place? There must in short be some longtitude on the earth's surface where one can travel from Sunday morning back into Saturday, and on the return journey back again into Sunday, in the course of a walk between breakfast and dinner. Such a position would suit admirably the numerous class of Christians who desire to keep on good terms with both God and Mammon. I would be obliged to any astronomer or geographer who could tell me where to look for it."

The above problem has puzzled a great many other people, though the explanation is simple enough and well understood by all sea-laring men. It has been made the basis of several works of fiction, of which Jules Verne's "Around the World in Eighty Days," is the most striking recent instance. Among the prose works of Edgar A. Poe will be found a very ingenious story, the plot of which turns on the same point It is called, we think, "Three Sundays in One

MODERN ECONOMY OF TIME.-The Scientific American thus shows how time has been economized by the application of machinery:

One man can spin more cotton yarn now than 400 men could have done in the same time in 1769, when Arkwright, the best cotton-spinner took out his first patent; one man can make as much flour in a day now as 150 could a century contract and the laborer is not bound to the land as a serf, a laborer could be held to follow in a day as 100 women could 100 years ago; it the service of his original employer whatever be the changes in the character of the employment, as it did mooths, 30 years ago; It once required reference would have to be made to the terms of six months to put quicksilver on a glass, now it six months to put quicksilver on a glass, now it needs only 40 minutes. the engine of a firstrate ironclad frigate will perform as much work in a

CONSTANTLY ON HAND A GENERAL ASSORIM'T OF

Ship Chandlery and Ship Stores: BOLLES & CO. For Sale by

SMALL CHAINS! SIZES FROM 1-4 TO 1-2 INCH. IN QUAN-TITIES to suit. Received per "Cleta." For Sale by BOLLES & CO.

300 Coils New Bedford Cordage, A SSORTED SIZES, from 1 I-2 to 4 I-2 Inch.
50 colls New Bedford Whateline, Cutting Falls, etc.,
647 For Sale by BOLLES & Co.

Ration Croceries,

Lewis's Cobrated Meats, Lewis's Pickles, in gallon and half-gallon Jars.

Cases Lobsters, Clause, Oysters—McMurray's
Cases Lacroix Sweet Corn—the best article in the
market
Cases Assorted Vegetables, assorted Soups, Tomato
Soups, Mock Turtle Soups.

647

BOLLES & Co.

California Lime & 'White Brother ENGLISH PORTLAND CEMENT-Best quality For sale by [582] BOLLES & CO.

Saloon Pilot Bread. N CASES AND QUARTER CASES, Received per "Iolani." For Sale by BOLLES & Co.

Pacific Rubber Paint Company's

PAINTS! THIS ARTICLE IS FOR SALE BY

BOLLES & Co.

The Rubber Paint is justly celebrated, and is coming into general use, and all who have given it a trial highly recommend it. The undersigned have a general assortment of all colors and shades, and will keep up the assortment, and be ready to fill orders at the stortest notice.

402 BOLLES & Co. LIGHT! LIGHT!

THE UNDERSIGNED HAVE JUST RECEIVED PT DISCOVERY 100 Cases DEVOE'S BRILLIANT Kerosene Oil, and will be sold at low prices. [850] Extra Pilot and Medium Bread,

RECEIVED PER "IOLANL"
For Sale by
BOLLES & Ca PER b'k R. C. Wylie from Bremen

25 TRON STOCK ANCHORS, sizes from 80 up to 2300 lbs. SMALL CHAIN, in quantities to suit, sizes 14 linch to 9-16 of an inch. CHAIN CABLES, 5-8, 3-4, 7-8, 1, 1 1-4, 1 3.8, and 1 5-8 inch. BOLLES & CO.

PER KA MOI. 1 CASE OF BUNTING-Bed, White and Blue, Boldks & CO.

Small Size Manila Rope, SIXTH, 9th, 12th, 1 L4, and 1 I-2, and HAY BOPE, just received per "W. H. Meyer." For Sale by BOLLES & Co.

Landscapes. THE UNDERSIGNED IS NOW READY TO

VIEWS OF HOUSES, GROUPS, OR OUTDOOR PHOTOGRAPHS of any kind, on the most reasonable terms, and of the best quality. Commencations sent through the Post office will receive promp attention.

H. I. OHAR

910 TONS REGISTER,

GROSART. MASTER,

HAS ARRIVED! WITH A SPLENDID

Assortment of Goods.

Comprising a Large Assortment of LINENS, COTTONS, WOOLLENS, SADDLERY.

Shirts, Clothing, Broad Cloth,

Tweeds,

RANSOME, SIMS & HEAD'S Steel Ploughs and Coulters! Bags and Bagging.

Ollcloth, Velvet Rugs,

PIANO FORTES. Bass Ale.

Blood Wolfe & Co's Ale. Comat Ale,

Pig Brand Stout. Oilmen's Stores.

Wines and Spirits, Alcohol, CELEBRATED NAPOLEON

Champagne and Red Bar Claret! FENCE WIRE,

CORRUGATED IRON ROOFING, BAR IRON, HOOP IRON,

HARDWARE LEATHER BELTING,

HOLLOW-WARE,

EARTHENWARE.

CLARIFIERS FROM W. & A. M'ONIE. Evaporators

And Weston's Centrifugals. FROM MIRLEES, TAIT & WATSON,

FOR SALE TO ARRIVE

THEO. H. DAVIES.

WILDER & CO.. Importers and Dealers in

LUMBER ---AND-

BUILDING MATERIALS! OF ALL KINDS.

JUST RECEIVED -EX-"ATALANTA"

AND EXPECTED EX VICTOR!

-TWO-

LARGE AND WELL-SELECTED CARGOES

COMPRISING ALL THE USUAL STOCK SIZES

TIMBER, PLANK, BOARDS, FENCING AND PICKETS! ALSO, ON HAND

SCANTLING.

A Most Complete Stock of

DRY REDWOOD Scantling; Plank, surfaced and rough, Boards, surfaced and rough; Battens,

Pickets, Rustic, Lattice, Clapboards, ALSO, IN STOCK. A FINE ASSORTM'T OF WALL PAPER

LATEST STYLES. NAILS, LOCKS,

BOLTS, SCREWS, Etc Paint and Whitewash Brushes! WHITE LEAD.

BUTTS, HINGES,

PAINT OIL METALLIC AND OTHER PAINTS Class,

Salt,

Firewood, DOORS, SASH, BLINDS

Of Eastern and Galifornia Make.

FOR SALE IN QUANTITIES TO SUIT.

LOW PRICES

Full Seven Octave Solid Iron Frame.

PURCHASERS may therefore order these instrumonts with confidence as each is fully warranted. As
these instruments will be largely used to schooss and
convents, special inducements sol be given to purchasers
for such purposes and also to Clergymen for the use of
their families.

It may be asked how it is possible to supply a GOOD
Warranted PIANO at aboutone half the price frequently
charged. The answer is print. There are no large above
Rooms to keep up, no grand Music Half's to maintain and
no expensive travelling against to pay The Punco can therefore the difference of the Public at Bottora prices. The
Mottors of the Thaiberg Plano are

SMALL PROFITS

CHEAP FOR CASH! 'Gainst Dear on Credit.

Workmanship, Uniform quality, Full, guaranteed richnes of Tone and MeDEMATE PRICE.

Samples of these Planos and full particulars can be abtained from MHITEEY.
Agont of the Thaiberg Planos for the Hawaiian Islands For the season of 1877 the Thallberg Plane is still effered at the cash price of

83501 But the size of the Instrument is increased to Seven and One-third Octaves, and the Agraffe Trebje has been added, making without excepting the most as-tractive and best toxed instrument in the world. N. S. Parties residing on any of the other Islands can have Photographs of these featraments furnished on ap-dication.

THE UNDERSIGNED HAVE HAD PRE-PARED by competent legal authority, with special reference to the "Master and Jervant" laws new in farce in this kingdom.

Suitable for all cases, which they would now offer for sale to those desiring to employ servants, with the full assurance that they are the only furnes now in see that removed is every particular with the haw gurerning the relations between Master and Servant.

Agosts on the other Islands will be furnished with these bianks at liberal rates for cash.

HMNRY WATERIOUSE,

Agents to take Acknowledgements to Contracts for Labor, District of Kona, Island of Calm.

Honololiu, May 8th, 1877.

Preserved Meats and Fraits,

For Sale by BOLLES & Co. Pocket Knives and Gold Pens.

PERS. Pen and Penni Cases, of new and negari-putterns, ever seen in Honolois. Also, Gent's sod Ladier fine Pocket Culiers, and a few of those chesp and atrong Boy's Knives, at H. M. WHITPERS.

CITIZENS AND RESIDENTS OF HONO-LULU, Visiting Friends and Strangers generally are cordially invited to attend Public Worship at FORT ST. CRURGER, where Services are mold overly balhacing at its o'clock A. M., and 7½ F. M. Scate are provided for all wine may be pleased to attend. There is a Wednesday evening Prayer Meeting at 7½ o'clock, in the Lecture Boom, to which all are welcome.

A. W. NEWELL, Master,

-AND-FRENCH GOODS

CAREFULLY Selected for this Market, __AND__

Just Received Per Haw, Bark 'Ka Moi, From Bremen.

ASSORTMENT OF PRINTS HEAVY BLUE AND STRIPED DENIMS,

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HENRY M. WHITNEY. WEDNESDAY, OCTOMBER 3, 1877.

J. NOTT & Co. vs. KANAHELE.

of the plantation when he is ascertained. But it is urged by the plaintiff that in this

tation so far as third parties are concerned, the virtual assignee of the business, if not of the inbor-contract of the respondent. To say that Hutchinson is not the virtual assignee either of the plantation or of the labor-contract, when he is the only one actually and visibly enjoying its proceeds and results and responsible for its ogement, is to make a "distinction without

Co., and to which contract be is neither a party It is obvious that the ownership of the land is not essential. An agreement might be made to sell and convey the estate at some date in the

Nothing need be said here to extenuate the injustice done to the employer by his losing the money which he may have advanced to his employee, as wages, for which be has the right to expect service in return. If he, by disposing of his business to another, has placed himself in a

"There are cases, without doubt, where a con-tract cannot be assigned, without the consent of both parties. Instances of this kind-may be

contracts of this country.

After a deliberate consideration of this case

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